

EXHIBIT 31

#1106

DEC. 2. 1996 3:53PM

INTRAC

NO. 1145 P. 2/2

Form Approved: OMB No. 1512-0017

DEPARTMENT OF THE TREASURY - BUREAU OF ALCOHOL, TOBACCO AND FIREARMS APPLICATION AND PERMIT FOR IMPORTATION OF FIREARMS, AMMUNITION AND IMPLEMENTS OF WAR NOT FOR USE BY MEMBERS OF THE UNITED STATES ARMED FORCES (Submit in triplicate)	FOR ATF USE ONLY PERMIT NO. 98-00582 VALID FOR 12 MONTHS AFTER THE DATE OF APPROVAL (ITEM 17 BELOW)
--	--

SECTION I - APPLICATION

1. FEDERAL FIREARMS LICENSE (If Any)				2. TELEPHONE NO.		3. COUNTRY OF EXPORTATION				
LICENSE NO. 1-62-047-08-8B-35431		EXPIRATION DATE 2-1-98		423/573-0065		China				
4. RETURN APPROVED PERMIT TO (Enter name, address and ZIP Code if different than applicant's) Intrac Corporation 5005 Chapman Hwy. Knoxville, TN 37920				5. APPLICANT'S NAME AND ADDRESS (Including ZIP Code) Intrac Corporation 5005 Chapman Hwy. Knoxville, TN 37920						
6. NAME AND ADDRESS OF FOREIGN SELLER China North Industries 376 Huan Shi Dong Rd. Guangzhou, China				7. NAME AND ADDRESS OF FOREIGN SHIPPER China North Industries 376 Huan Shi Dong Rd. Guangzhou, China						
8. DESCRIPTION OF FIREARMS AND AMMUNITION (For firearms, enter (SG) - Shotgun; (R) - Rifle; (P) - Pistol; (RE) - Revolver)										
FIREARMS	NAME AND ADDRESS OF MANUFACTURER a	TYPE (SG, R, P, RE) b	CALIBER GAUGE OR SIZE c	MODEL (MFRS.) DESIGN d	LENGTH OF BARREL e	OVERALL LENGTH (inches) f	SERIAL NO. g	NEW (N) OR USED (U) h	QUANTITY (Each type) i	UNIT COST j
	Norinco	SG	12	YL12-12 GA	750	1248mm	N/A	N	10,000	\$40.00
AMMUNITION	(Title 27 CFR Part 178.92 requires that within 15 days after release from Customs custody, each firearm imported shall be identified by engraving or marking on the frame a number the serial number, and the frame number of the barrel.									
IMPLEMENTS OF WAR	(See Art I thru XII (Except firearms & the following: (1) model, (2) caliber or gauge, (3) name of manufacturer and country where manufactured and (4) the name and State of the importer.									

PLEASE SEE REVERSE

9. SPECIFIC PURPOSE OF IMPORTATION (Use additional sheets, if necessary)
 Wholesale sales firearms for profit and livelihood to licensed firearms dealer and distributors.

10. ARE YOU REGISTERED PURSUANT TO THE ARMS EXPORT CONTROL ACT OF 1976 ☒ YES ☐ NO

11. IF "YES", GIVE REGISTRATION NO.
A-40-359-0117

Under the penalties provided by law, I declare that I have examined this application, including the documents submitted in support of it, and, to the best of knowledge and belief, it is true, correct, and complete.

12. SIGNATURE OF APPLICANT *Alan Gillett* 13. TITLE *V.P.* 14. DATE *JAN 17, 1996*

SECTION II - FOR ATF USE ONLY (Please make no entries in this section)

15. THE APPLICATION HAS BEEN EXAMINED AND THE IMPORTATION OF THE FIREARMS, AMMUNITION, AND IMPLEMENTS OF WAR DESCRIBED HEREIN IS:

- ☒ APPROVED
- ☐ PARTIALLY APPROVED FOR THE REASON INDICATED HERE OR ON ATTACHED LETTER
- ☐ DISAPPROVED FOR THE REASON INDICATED HERE OR ON ATTACHED LETTER

CONFIDENTIAL

CN2-00127

16. SIGNATURE OF THE DIRECTOR, BUREAU OF ALCOHOL, TOBACCO AND FIREARMS
Mary Jo Hughes

FEB 27 1996

ATF FORM 7-750 (5330, JAN 1992) PREVIOUS EDITIONS ARE OBSOLETE

EXHIBIT 32

Form Approved: OMB No. 1512-0017
FOR ATF USE ONLY

DEPARTMENT OF THE TREASURY
BUREAU OF ALCOHOL, TOBACCO AND FIREARMS

APPLICATION AND PERMIT FOR IMPORTATION OF FIREARMS, AMMUNITION AND IMPLEMENTS OF WAR

NOT FOR USE BY MEMBERS OF THE UNITED STATES ARMED FORCES (Submit in triplicate)

98 00380
VALID FOR 12 MONTHS AFTER THE DATE OF APPROVAL (ITEM 17 BELOW)

SECTION I - APPLICATION

1. FEDERAL FIREARMS LICENSE (If Any)		2. TELEPHONE NO.	3. COUNTRY OF EXPORTATION
LICENSE NO. 1-62-047-08-9D-37978	EXPIRATION DATE 04-01-99	423- 573-0833	China
4. RETURN APPROVED PERMIT TO (Enter name, address and ZIP Code if different than applicant's) Intrac Arms International, L.L.C. 5005 Chapman Hwy Knoxville, TN 37920		5. APPLICANT'S NAME AND ADDRESS (including ZIP Code) Same as item 4	
6. NAME AND ADDRESS OF FOREIGN SELLER China North Industries 376 Huan Shi Dong Road Guangzhou, China		7. NAME AND ADDRESS OF FOREIGN SHIPPER Same as item 6	

8. DESCRIPTION OF FIREARMS AND AMMUNITION (For firearms, enter (SG) - Shotgun; (R) - Rifle; (PI) - Pistol; (RE) - Revolver)

	NAME AND ADDRESS OF MANUFACTURER a	TYPE (SG, R, PI, RE) b	CALIBER GAUGE OR SIZE c	MODEL (MFRS) DESIGN d	LENGTH OF BARREL e	OVERALL LENGTH (Inches) f	SERIAL NO. g	NEW (N) OR USED (U) h	QUANTITY (Each type) i	UNIT COST j
FIREARMS	Norinco	SG	12	YL12-12 GA	750	1248mm	N/A	N	10,000	\$40.00
AMMUNITION	<p>Title 27 CFR Part 178.92 requires that within 15 days after release from Customs custody, each firearm imported shall be identified by engraving or casting on the frame or receiver the serial number, and on the frame, receiver or the barrel the following (1) model, (2) caliber or gauge, (3) name of manufacturer and country where manufactured and (4) city and State of the importer.</p>									
IMPLEMENTS OF WAR	<p>(See Art I thru XII (Except firearms & ammunition) of U.S. Munitions Import List, 27 CFR Part 47)</p>									

SPECIFIC PURPOSE OF IMPORTATION (Use additional sheets, if necessary)
Wholesale sales of firearms to licensed firearm dealers and distributors for profit.

ARE YOU REGISTERED PURSUANT TO THE ARMS EXPORT CONTROL ACT OF 1976 ☒ YES ☐ NO

11. IF "YES", GIVE REGISTRATION NO.
A-61-152-0530

I, the undersigned, being duly sworn, depose and say that the foregoing is true and correct, and I declare under penalty of perjury that the foregoing is true and correct.

SIGNATURE OF APPLICANT *[Signature]* **13. TITLE** C.O.O. **14. DATE** 1/15/98

SECTION II - FOR ATF USE ONLY (Please make no entries in this section)

THE APPLICATION HAS BEEN EXAMINED AND THE IMPORTATION OF THE FIREARMS, AMMUNITION, AND IMPLEMENTS OF WAR DESCRIBED HEREIN IS:

☒ APPROVED

☐ PARTIALLY APPROVED FOR THE REASON INDICATED HERE OR ON ATTACHED LETTER

☐ DISAPPROVED FOR THE REASON INDICATED HERE OR ON ATTACHED LETTER

SIGNATURE OF THE DIRECTOR, BUREAU OF ALCOHOL, TOBACCO AND FIREARMS
[Signature]

17. DATE JAN 20 1998

FORM 6 - PART 1 (5330-3A) (7-92) PREVIOUS EDITIONS ARE OBSOLETE

RECEIVED
JAN 18 1998

CONFIDENTIAL

CN2-00316

EXHIBIT 33

IN THE UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA - WEST DISTRICT

LILIAN S. ILETO, et al,)	
)	
Plaintiffs)	
)	
V.)	No. CV 01-9762 ABC (RNBx)
)	
GLOCK, INC, et al,)	
)	
Defendants)	

APPEARANCES:

Peter Nordberg
Attorney for the Plaintiff

Carolyn M Morrisette
Attorney for the Plaintiff

Stephen A. Irving
Attorney for Defendant Intrac

Charles H. Dick
Attorney for Defendant China North

John Lambros
Attorney for Defendant Glock, Inc.

DEPOSITION

OF

J. ALAN GILBERT

JUNE 17, 2005

ANNA DOLOS
MILLER & MILLER COURT REPORTERS
12804 Union Road, Knoxville, TN 37922
(865) 675-1471

 COPY

1 you to run down by title, employer and date of the
2 places where you've worked. Can you do that for me in
3 chronological order?

4 A Yes.

5 Q Go ahead.

6 A In 1990, I owned a portion of Intrac
7 Corporation. I had a partner who was originally
8 Taiwanese at that point. He had become an American
9 citizen. We had been in business directly together
10 since 1982. He ran the operations. We did a lot of
11 imports and exports with motorcycle after market
12 products, industrial products and textiles from the
13 Orient.

14 In 1990, we began exploring the possibility of
15 importing arms and ammunitions from China and made
16 several contacts over there through his associates with
17 whom I followed up to produce our history of being an
18 arms importer. From that point, Intrac Corporation
19 existed until 1995 when Calvin decided he wanted out of
20 the business. We reorganized to another one that was 50
21 him and 50 me, and about a year after that, I bought him
22 out completely. And that existed until 2000, where I
23 had an employee that we have proven extorted in excess
24 of 400 thousand dollars, who, in turn, sued me for
25 breach of contract because I had him for what he had

1 done and that's what created a problem. And because of
2 his involvement and he acting as the chief operating
3 officer of Intrac Arms, L.L.C., that corporation was
4 shut down and I opened solely Intrac Arms International
5 Corp. in my name with no outside influences, where I
6 remain today.

7 Q Thank you. Now, to go back and fill in
8 a few details. First, could I have the name of the
9 partner with whom you -- am I correct that you organized
10 Intrac with a gentleman from Taiwan?

11 A Right. His name is Calvin R. Shieh,
12 S-H-I-E-H.

13 Q Am I correct that you and he organized
14 the original Intrac entity in or around 1990?

15 A 1982.

16 Q And it was along about 1990 that you
17 were exploring the possibility of importing arms from
18 China?

19 A Right. No business was done until well
20 into 1991.

21 Q And what was the name of that original
22 Intrac entity?

23 A Intrac Corporation.

24 Q And was that organized under the laws
25 of Tennessee?

1 A State of Tennessee.

2 Q It headquartered in Tennessee?

3 A Yes, here in Knoxville.

4 Q When did that entity cease to exist?

5 A Around 1995. I don't have the exact
6 date.

7 Q And it ceased to exist when your
8 partner Calvin Shieh wanted out of the business; is that
9 right?

10 A He wanted to set up to where he could
11 more easily get out.

12 Q So you reorganized an entity -- did you
13 create a new entity that split ownership rights 50/50
14 between you and Mr. Shieh?

15 A Right. And all the records were
16 surrendered back to ATF for Intrac Corporation.

17 Q And what was the name of that new
18 entity?

19 A Intrac Arms International, L.L.C.

20 Q And that corporation Intrac Arms
21 International, L.L.C. ceased to exist in or about the
22 year 2000?

23 A The end of 2000, right. Possibly early
24 2001. I'd have to check, but right within a three or
25 four month period.

1 relative only to technical information in marketability
2 in tandem that they could legally and attractively be
3 brought into the U.S. market, and that was the total of
4 any communications ever between the two of us.

5 Q What kinds of files would those
6 documents be in, correspondence files?

7 A I don't have any idea. I didn't do the
8 boxing up when the company changed.

9 Q And those boxes are located at?

10 A Some may be at my office. I'll have to
11 check with people. Some of the people that did this are
12 no longer with me because of theft that they were caught
13 in, which, again, goes to disappearance. People have
14 stolen information from me to use. So I got left out in
15 the dark on a lot of that.

16 Q Okay. Last but not least, turning to
17 item Number 13 on this subpoena attachment. Do you see
18 that, Sir?

19 A I have no documents regarding those.
20 Those were brought in under Intrac Corporation. All
21 records I have no copies, no nothing.

22 Q How do you know?

23 A Because they were brought in in the
24 early 1990s when Intrac Corporation existed and it was
25 controlled by Calvin Shieh. When that particular

1 corporation was dissolved, he took all the records. I
2 have none, period.

3 Q So if we wanted records on that --

4 A You would have to go to him.

5 Q We would have to ask Calvin Shieh?

6 A Or ATF.

7 Q Or ATF. What makes you think that the
8 Norincos bearing these serial numbers would be from that
9 time --

10 A Because that's the only shipment we
11 ever brought of those in was one and they had --

12 MR. DICK: Would you read back that
13 answer, please.

14 COURT REPORTER: I didn't get the whole
15 answer.

16 A That was the only shipment that was
17 contained in one shipment of guns in the early 1990s
18 which was brought in by Intrac Corporation. There were
19 never any brought in before, nor after. They were all
20 sold to one entity, and all those records remain with
21 Calvin Shieh and were surrendered to ATF at the time
22 Intrac Corporation was dissolved. I was not
23 instrumental in any of that, and I can provide no
24 answers as to where they go, but I am 100 percent
25 positive that there was no activity with those weapons

1 following that major transaction. It's not something we
2 stocked.

3 Q It's not something you stopped?

4 A It's not something we stocked.

5 Q Oh, stocked. Is Intrac corporation the
6 only Intrac entity that has ever purchased guns from
7 China North?

8 A Intrac Corporation?

9 Q The original. Is that the one you're
10 saying did the purchasing from China North?

11 A On Center firearms Intrac, L.L.C. did
12 purchase shotguns, but from the time that Intrac
13 Corporation was in existence at the time that Center
14 fire rifles, pistols et cetera were embargoed from
15 China, period from China or any entity in China. And,
16 therefore, no other Intrac company existed at that time;
17 therefore, it was impossible that they brought any in,
18 because we couldn't get a license to do it.

19 Q I'm gonna ask you a series of questions
20 where unless you tell me it's important or somebody else
21 suggests it's important, it may not be important to
22 distinguish between the three Intrac entities. We have
23 the time frame about when each was formed and when it
24 stopped. So if I ask a question about Intrac, it's
25 gonna be about whatever Intrac entity was in existence

1 in the time period in question.

2 When did Intrac first begin purchasing any
3 weapons from China North?

4 A Approximately 1991.

5 Q And I think you said a little about how
6 that came to pass this morning. Can you go into that a
7 little bit more. You had been involved in some business
8 before --

9 A I'd been involved with international
10 trade since 1976. I'd been involved directly in
11 business with Calvin Shieh as a partner in corporate
12 entity or entities since 1982. One local person came to
13 me with the desire for me to locate a source of Chinese
14 ammunition that he could sell it. We did the necessary
15 research to see what licensing was necessary. I made
16 the contacts and got through to China North Industries,
17 went there and sat down with them and discussed things
18 with them, and the rest is history.

19 Q So you actually travelled to China in
20 order to establish a business relationship?

21 A Yes, I did, many times.

22 Q So I guess that was to establish a
23 business relationship that went beyond any particular
24 order; is that right?

25 A Yes.

1 A Yes.

2 Q And did you maintain copies of ATF
3 Forms 6-A for the firearms you imported?

4 A Form 6-A is generated by the importer
5 which is returned to ATF which acknowledges the use of
6 the license or a portion of that license.

7 Q So no copies of those Forms 6-A would
8 have been --

9 A During that period, I have no idea. I
10 did not handle that. You'll have to check with the
11 clerical people on that.

12 Q Do you know what ports were used when
13 Norinco shipped documents that Intrac had ordered?

14 MR. DICK: Objection; vague and
15 ambiguous and leading.

16 A Mostly Wesco's ports and many land
17 bridge but some would come to Charleston, Savannah.

18 Q Did the Norinco firearms arrive in this
19 country with the serial or gun number on them?

20 MR. DICK: Objection; leading.

21 A Yes, they did.

22 Q Are you familiar with the model 320 9
23 millimeter Norinco?

24 A Yes, I am.

25 Q Do you know whether the serial numbers

1 on that firearm usually begins with a letter or a number
2 when imported?

3 A I would have to look back at the
4 records, which I don't have, to determine that.

5 Q And who would have those records?

6 A Calvin Shieh or ATF.

7 Q Do you know if there was any one letter
8 that was found consistently on a Norinco 320 9
9 millimeter when imported to this country?

10 A Not specifically. Looking at your
11 document, the letter A seems to be on the three you
12 have. That may or may not be the case.

13 Q Did Intrac add any numbers or digits to
14 the serial number that was on the --

15 A That is illegal, definitely not.

16 Q I know that you want your answer to
17 this question to be very clear. So we better be very
18 clear about what the question is that you want your
19 clear answer to. Let me get the whole question out, and
20 I'm sure your answer will be the same. I just want the
21 record to reflect it.

22 Did Intrac add any numbers or digits to the
23 number that was on the firearm when it arrived at Intrac
24 from Norinco?

25 A I just answered that, Sir.

CERTIFICATE OF WITNESS

STATE OF TENNESSEE)

COUNTY OF KNOX)

I, J. Alan Gilbert, do hereby certify that I
have read the foregoing transcript of my deposition
taken on the 17th day of June, 2005, at Comfort Suites
Airport, 140 Cusick Road, Alcoa, Tennessee, pursuant to
the applicable Rules of Civil Procedure, and that the
foregoing pages of transcript are in conformity with my
testimony given at that time, (with the exception of any
corrections made by me on the errata sheet).

J. Alan Gilbert

STATE OF _____)

COUNTY OF _____)

SUBSCRIBED AND SWORN to before me on this,
the _____ day of _____, 200__.

NOTARY PUBLIC

My commission expires: _____

C E R T I F I C A T E

STATE OF TENNESSEE)

COUNTY OF HAMILTON)

I, ANNA S. DOLOS, Court reporter and Notary Public in and for the County of Hamilton, State of Tennessee at Large, do hereby certify that on the 17th day of June, 2005 there came before me the witness herein, J. Alan Gilbert, who was by me duly sworn to testify to the truth and nothing but the truth concerning the matters in this cause.

I further certify that the foregoing testimony was taken by me stenographically and thereafter transcribed by me; that the foregoing pages contain a true and correct transcript of the testimony of said witness; that the said deposition was read and signed by said witness.

I further certify that I am not of kin or in any way associated with any of the parties to said cause of action, or their counsel, and that I am not interested in the event thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of _____, 200__.

NOTARY PUBLIC

My Commission Expires: July 29, 2007

1 the present, including but not limited to the importation and distribution of the Norinco
2 model 320 by Intrac.

3 Intrac is hereby directed to designate and produce the person or persons most
4 knowledgeable to testify on behalf of Intrac on the importation and distribution of
5 firearms manufactured by China North Industries a/k/a/ Norinco firearms by Intrac from
6 1988 to the present, including but not limited to the importation and distribution of the
7 Norinco model 320 by Intrac. Intrac is further directed to produce for inspection and
8 copying the documents more particularly set forth on the deposition subpoena attached as
9 Exhibit "A" to this Notice.

10 The deposition shall be recorded stenographically and taken before Diane Jones &
11 Associates, a deposition officer qualified to administer oaths in the Eastern District of
12 Tennessee.

13
14
15
16 Dated: May 25, 2005

Sayre Weaver
THE EDUCATIONAL FUND TO STOP
GUN VIOLENCE

17
18
19 By: 

Sayre Weaver
Attorneys for Plaintiffs

20
21
22 Dated: May 25, 2005

Peter Nordberg
BERGER & MONTAGUE, P.C.

23
24 By:  SM

Peter Nordberg
Attorneys for Plaintiffs

EXHIBIT "A"

SD088 (Rev. 1/94) Subpoena in a Civil Case

Issued by the
UNITED STATES DISTRICT COURT

Eastern

DISTRICT OF

Tennessee

Lilian S. Iletto, et al.

V.

Glock, Inc., et al.

SUBPOENA IN A CIVIL CASE

Case Number: CV 01-9762 ABC (RNBx)
Central District of California

TO: Intrac Arms International
5005 Chapman Highway
Knoxville, TN 37920

- ☐ YOU ARE COMMANDED to appear in the United States District court at the place, date, and time specified below to testify in the above case.

PLACE OF TESTIMONY	COURTROOM
	DATE AND TIME

- ☒ YOU ARE COMMANDED to appear at the place, date, and time specified below to testify at the taking of a deposition in the above case.

PLACE OF DEPOSITION	DATE AND TIME
Comfort Suites Knoxville Airport Meeting Room 140 Cusick Rd, Alcoa, TN 37701	6/17/2005 9:30 am

- ☒ YOU ARE COMMANDED to produce and permit inspection and copying of the following documents or objects at the place, date, and time specified below (list documents or objects):

(Please see attached sheets.)

PLACE	DATE AND TIME
Comfort Suites Knoxville Airport Meeting Room 140 Cusick Rd, Alcoa, TN 37701	6/17/2005 9:30 am

- ☐ YOU ARE COMMANDED to permit inspection of the following premises at the date and time specified below.

PREMISES	DATE AND TIME

Any organization not a party to this suit that is subpoenaed for the taking of a deposition shall designate one or more officers, directors, or managing agents, or other persons who consent to testify on its behalf, and may set forth, for each person designated, the matters on which the person will testify. Federal Rules of Civil Procedure, 30(b)(6).

ISSUING OFFICER'S SIGNATURE AND TITLE (INDICATE IF ATTORNEY FOR PLAINTIFF OR DEFENDANT)	DATE
<i>Sayre Weaver, attorney for Plaintiffs</i>	<i>May 25, 2005</i>

ISSUING OFFICER'S NAME, ADDRESS AND PHONE NUMBER
Sayre Weaver, The Educational Fund to Stop Gun Violence
401 South Harbor Blvd, #F189, La Habra, CA 90631 (562) 266-1831

(See Rule 45 Federal Rules of Civil Procedure, Parts C & D on next page)

If action is pending in district other than district of issuance, state district under case number

1. All records relating to the importation of China North Industries a/k/a Norinco firearms for the period 1988 to the present by Intrac Arms International, Federal Firearms License number 16200549.
2. All records relating to the importation of China North Industries a/k/a Norinco firearms for the period 1988 to the present by Intrac Arms International, Federal Firearms License number 16200548.
3. All records relating to the importation of China North Industries a/k/a Norinco firearms for the period 1988 to the present by Intrac Arms International, Federal Firearms License number 16200353.
4. All records relating to the importation of China North Industries a/k/a Norinco firearms for the period 1988 to the present by Intrac Arms International d/b/a Intrac Knox TN, Federal Firearms License number 16237978.
5. All contracts between Intrac Arms International, Federal Firearms License number 16200549, and China North Industries a/k/a Norinco.
6. All contracts between Intrac Arms International, Federal Firearms License number 16200548, and China North Industries a/k/a Norinco.
7. All contracts between Intrac Arms International, Federal Firearms License number 16200353, and China North Industries a/k/a Norinco.
8. All contracts between Intrac Arms International, Federal Firearms License number 16237978, and China North Industries a/k/a Norinco.
9. All documents received from the Bureau of Alcohol, Tobacco, Firearms and Explosives by Intrac Arms International, Federal Firearms License numbers 16200549, 16200548, 16200353 or 16237978 at any time from January 1, 1988 to the present.
10. All correspondence between Intrac Arms International and China North Industries a/k/a Norinco from January 1, 1988 to the present.
11. All invoices and all other documents received by Intrac Arms International from China North Industries a/k/a Norinco in connection with any sale of any firearm by China North Industries a/k/a Norinco to Intrac Arms International since January 1, 1988.
12. All invoices and all other documents received by Intrac Arms International from any other entity in connection with any sale of any firearm by China North Industries a/k/a Norinco to Intrac Arms International since January 1, 1988.

13. All documents concerning Norinco model 320, 9mm caliber, serial numbers (a/k/a "gun numbers") A00211, MSA00211 or MS00211.

AO88 (Rev. 1/94) Subpoena in a Civil Case

PROOF OF SERVICE

DATE

PLACE

SERVED

SERVED ON (PRINT NAME)

MANNER OF SERVICE

SERVED BY (PRINT NAME)

TITLE

DECLARATION OF SERVER

I declare under penalty of perjury under the laws of the United States of America that the foregoing information contained in the Proof of Service is true and correct.

Executed on

DATE

SIGNATURE OF SERVER

ADDRESS OF SERVER

Rule 45, Federal Rules of Civil Procedure, Parts C & D.

(C) PROTECTION OF PERSONS SUBJECT TO SUBPOENAS.

(1) A party or an attorney responsible for the issuance and service of a subpoena shall take reasonable steps to avoid imposing undue burden or expense on a person subject to that subpoena. The court on behalf of which the subpoena was issued shall enforce this duty and impose upon the party or attorney in breach of this duty an appropriate sanction which may include, but is not limited to, lost earnings and reasonable attorney's fee.

(2) (A) A person commanded to produce and permit inspection and copying of designated books, papers, documents or tangible things, or inspection of premises need not appear in person at the place of production or inspection unless commanded to appear for deposition, hearing or trial.

(B) Subject to paragraph (d) (2) of this rule, a person commanded to produce and permit inspection and copying may, within 14 days after service of subpoena or before the time specified for compliance if such time is less than 14 days after service, serve upon the party or attorney designated in the subpoena written objection to inspection or copying of any or all of the designated materials or of the premises. If objection is made, the party serving the subpoena shall not be entitled to inspect and copy materials or inspect the premises except pursuant to an order of the court by which the subpoena was issued. If objection has been made, the party serving the subpoena may, upon notice to the person commanded to produce, move at any time for an order to compel the production. Such an order to compel production shall protect any person who is not a party or an officer of a party from significant expense resulting from the inspection and copying commanded.

(3) (A) On timely motion, the court by which a subpoena was issued shall quash or modify the subpoena if it

- (i) fails to allow reasonable time for compliance,
- (ii) requires a person who is not a party or an officer of a party to travel to a place more than 100 miles from the place where that person resides, is employed or regularly transacts business in person, except that, subject to the provisions of clause (c) (3) (B) (iii) of this rule, such a person may in order to attend

trial be commanded to travel from any such place within the state in which the trial is held, or

(iii) requires disclosure of privileged or other protected matter and no exception or waiver applies, or

(iv) subjects a person to undue burden.

(B) If a subpoena

(i) requires disclosure of a trade secret or other confidential research, development, or commercial information, or

(ii) requires disclosure of an unretained expert's opinion or information not describing specific events or occurrences in dispute and resulting from the expert's study made not at the request of any party, or

(iii) requires a person who is not a party or an officer of a party to incur substantial expense to travel more than 100 miles to attend trial, the court may, to protect a person subject to or affected by the subpoena, quash or modify the subpoena, or, if the party in whose behalf the subpoena is issued shows a substantial need for the testimony or material that cannot be otherwise met without undue hardship and assures that the person to whom the subpoena is addressed will be reasonably compensated, the court may order appearance or production only upon specified conditions.

(D) DUTIES IN RESPONDING TO SUBPOENA.

(1) A person responding to a subpoena to produce documents shall produce them as they are kept in the usual course of business or shall organize and label them to correspond with the categories in the demand.

(2) When information subject to a subpoena is withheld on a claim that it is privileged or subject to protection as trial preparation materials, the claim shall be made expressly and shall be supported by a description of the nature of the documents, communications, or things not produced that is sufficient to enable the non-demanding party to contest the claim.

PROOF OF SERVICE

I, Nancy Collins, declare:

I am a resident of the State of California and over the age of eighteen years, and not a party to the within action; my business address is 401 S. Harbor Blvd., #F189, La Habra, CA 90631. On May 25, 2005, I served the within document:

PLAINTIFFS' NOTICE OF TAKING DEPOSITION OF INTRAC ARMS INTERNATIONAL, LLC AND FOR THE INSPECTION AND COPYING OF DOCUMENTS; EXHIBIT "A"

By placing the document listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail, at Brea, California, addressed as set forth below. I am readily familiar with the Educational Fund's practice for collection and processing correspondence for mailing in the United States Postal Service. Under that practice, it would be deposited in the U.S. Postal Service on the same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing contained in this affidavit.

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I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on May 25, 2005.


Nancy Collins